



Environmental Services Department
San Jose/Santa Clara Water Pollution Control Plant

SPECIFICATIONS

for

San Jose/Santa Clara Water Pollution Control Plant
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

For use in connection with:

CITY OF SAN JOSE
Standard Specifications
and
Standard Details
1992

Bid Opening: January 20, 2005
City of San Jose, City Clerk's Office



Environmental Services Department
San Jose/Santa Clara Water Pollution Control Plant

City of San Jose
San Jose, California

San Jose/Santa Clara Water Pollution Control Plant
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

Approved: *Carl W. Mosher*
Director of Environmental Services Department

By: _____
Dale Ihrke, PE
Manager, Maintenance Department

Date: _____

Project Site: San Jose/Santa Clara Water Pollution Control Plant
700 Los Esteros Road
San Jose, CA 95134

Telephone: (408) 945-5300
Fax: (408) 945-5155

San Jose/Santa Clara Water Pollution Control Plant
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

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NOTICE TO CONTRACTORS

Sealed written proposals from prequalified design/build contractors are invited by the CITY OF SAN JOSE for the: San Jose/Santa Clara Water Pollution Control Plant,

SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

In accordance with and as described and provided in the Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of Maintenance Services, San Jose/Santa Clara Water Pollution Control Plant, Environmental Services Department and the City Clerk of the said city and to which special reference is hereby made and which are made a part hereof.

SPECIFICATIONS

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Specifications and other contract documents and local conditions affecting the performance and costs of the work prior to submitting their bid proposal.

A mandatory pre-bid meeting and site walk for this project will be conducted at **9:30 a.m. on Thursday, January 6, 2005**. The pre-bid meeting will be held at the San Jose/Santa Clara Water Pollution Control Plant, 700 Los Esteros Road, San Jose, California. All prospective bidders must attend.

FILING OF BIDS

All proposals must be filed with the City Clerk's Office, on or before **3:00 p.m., Thursday, January 20, 2005**. The City Clerk's staff will publicly open and declare the aggregate bid of each bidder, at his/her said office at said time of 3:00 p.m. Each bid must provide a coversheet responding to the information in Section 5.4 & 5.5 of Special Provisions, and be accompanied by cash, a certified check, a cashier's check, or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid. Checks or bond shall be made payable to the order of the City of San Jose. Bonds shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

BID SUBMITTAL REQUIREMENTS

The following documents must be submitted prior to the bid opening date and time:

1. Proposal to City of San Jose
2. Breakdown of Quantities / Price Breakdown Form
3. Bidder's Bond
4. Non-Collusion Affidavit
5. List of Subcontractors
6. Statement of Bidder's Experience

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

BOND REQUIREMENTS

The attention of bidders is directed to those provisions of the Specifications which require the Contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price. The bonds shall name the City of San Jose as beneficiary.

PAYMENTS

Payment of the Contractor shall be as specified in Section 9, "Measurement and Payment", of the Standard Specifications, and these project Specifications (Section 6.27, Bidding and Payment).

The Contractor shall submit separate schedules of values for both the design and construction phases of the project. The form and content of the schedule of values shall be subject to the review and approval of the City. Once approved, the schedule of values shall serve as the basis for monthly payments to the Contractor. Once a month, the Contractor shall submit to the City its estimate of the percent completion of the various items on the schedule of values for the City's review. After review by the City and the incorporation by the Contractor of any City requested changes, the City will process the monthly payment.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 277-4025.

NONDISCRIMINATION

The Nondiscrimination requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

REJECTION OF BIDS

The City reserves the right to reject any and all bids or to waive any errors or discrepancies.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the State Contractor's Law regulates license requirements for bidding various types of projects. This project can be bid only by contractors possessing either an **A, C-20, or C-36** contractor's license. The Contractor in its proposal shall be required to disclose its license type, number, and expiration date.

Proposal to City of San Jose
for
San Jose/Santa Clara Water Pollution Control Plant
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

Name of Bidder: _____

Business Address: _____

Place of Business: _____

Telephone No: (____) _____ Fax No: (____) _____

CONTRACTOR'S California License No: _____ License Exp. Date: _____

License Classification(s): _____

TO: The Honorable Council of the City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this bid and the documents which must be attached hereto, the Specifications approved by the Director of Environmental Services Department or his designee on 12/3/2004 entitled "San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT " on file in the office of the Director of Environmental Services Department and the City Clerk of the City of San Jose in City Hall, San Jose, California; that he has thoroughly examined said Specifications which are on file in the office of the Director of Environmental Services Department and the City Clerk, and that he has full knowledge of and understands said Specifications and the requirements thereof; and that he has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that he proposes and agrees, if this proposal is accepted, that he will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Environmental Services Department and the City Clerk, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirement of the City or Director of Environmental Services Department as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract, and that he will take in full payment therefore the following price or unit prices, to wit: See Page 4.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a co-partnership, state the name of the partnership, if one exists, also names of all the co-partners comprising the co-partnership; if any of the co-partners are individuals, state the first and last name of every individual in full; if any of the co-partners are corporations, state for each such corporation, the information required above of corporations; if any of the co-partners

are co-partnerships, state for each such co-partnership the information required above of co-partners; if bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all the joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each such corporation, the information required above of corporation; if any of the joint venturers are co-partnerships, state for each such co-partnership, the information required above of co-partners; if bidder or other interested person is an individual, state first and last names in full.

If bidder is an individual, his signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation authorized to sign contracts on behalf of the corporation, the corporation title; that is Vice - President, Secretary, etc., should be placed below the name of the officer and the corporation seal affixed; if bidder is a co-partnership, the legal name of the co-partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are co-partners, execution for such partners shall be accomplished in accordance with the requirements set forth above for co-partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above, together with the signatures of the joint venturer or joint venturers authorized to sign contracts on behalf of the joint venture; if any of the joint venturers are corporations, execution for such joint venturers shall be accomplished in accordance with the requirements set forth above for corporations; if any of the joint venturers are co-partnerships, execution for such joint venturers shall be accomplished in accordance with the requirements set forth above for co-partnerships. If signature is by an agent or other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

If this bid shall be accepted and the undersigned shall fail to contract, and to give the Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City Clerk of the City of San Jose that the contract has been awarded, the City of San Jose may, at its option, determine that the bidder has abandoned his contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such accompanying this bid shall operate and the same shall be property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check made payable to City, certified check made payable to City, or Bid Bond executed by a corporate Surety insurer authorized to engage in such business in California, in an amount equal to at least ten percent (10%) of the total bid, including all alternatives.
2. A list of Subcontractors for work over one half of one percent, if any, the address of each Subcontractor and the description of work and amount to be done by each Subcontractor.
3. A statement of Contractor's financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that *in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.*

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____

FIRM OR CORPORATION

Signature of Bidder/Authorized Representative

Name and Position in Firm or Corporation

BREAKDOWN OF QUANTITIES/PRICE BREAKDOWNS
FOR
SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

Bid Item	Drawing Sheet No.	Equipment/Material Manufacturer	Unit(s)	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1. Design of the SBB, Chiller Replacement & Piping Modifications.	N/A	N/A	N/A	Lump Sum	N/A	
2. Physical Replacement of the SBB Chillers, and Piping Modification Work. *	N/A	N/A	N/A	Lump Sum	N/A	
3. Supply, Installation, and Removal of a Temporary Chiller Plant. *	N/A	N/A	N/A	Lump Sum	N/A	
4. Total Project Cost	N/A	N/A	N/A	Lump Sum	N/A	

* The City of San Jose reserves the right to forego Bid Item #2 after completion of the design phase of the project. The final system design will be evaluated against the project's specifications and objectives to determine compatibility.

TOTAL BID AMOUNT IN FIGURES _____

TOTAL BID AMOUNT IN WORDS _____

BIDDER: _____
Company

Signature

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as
PRINCIPAL, and _____ a
corporation duly organized under the laws of the State of _____ and duly
licensed to become sole surety on bonds required or authorized by the State of
California, as SURETY, are held and firmly bound unto the City of San Jose
(hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said
Principal to the City of San Jose, for the work described below; for the payment of
which sum in lawful money of the United States, well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents. In no case shall the liability of the Surety hereunder exceed
the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City
of San Jose, for certain construction specifically described as follows, for which bids are
to be opened in the Office of the City Clerk, City Hall, San Jose, California on March
20, 2003 for San Jose/Santa Clara Water Pollution Control Plant, SECONDARY
BLOWER BUILDING, CHILLER REPLACEMENT PROJECT. NOW, THEREFORE,
if the aforesaid Principal is awarded the contract and, within the time and manner
required under the specifications, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed forms, in accordance
with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond,
and files the required insurance policies with the City, all as required by the
specifications and the contract or by law, then the obligation shall be null and void;
otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation
of said Surety and its bond shall be in no way impaired or affected by any extension of
the time within which the Owner may accept such Bid; and said Surety does hereby
waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is
recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including
a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20____.

PRINCIPAL

SURETY

(Legal Company Name)

(Legal Company Name)

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

Affix Corporate Seals
Attach acknowledgments of both Principal and Surety signatures.

PUBLIC CONTRACT SECTION 10232 STATEMENT

**TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION
AFFIDAVIT**

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or other taken any action in restraint of free competitive bidding in connection with this contract.

Note: The above Statement and Non-Collusion Affidavit are part of the proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

ATTACHMENT
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

State of California

County of _____

Project Title: San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price of the bidder of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

Signature _____ Date Signed _____

NOTARY

On the _____ day of _____ 20____, before me appeared _____ to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she properly authorized by _____

(Name of firm)

to execute the affidavit and did so as his or her free act and deed

SEAL

Notary Public _____

Commission _____

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

[illegible]This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CITY OF SAN JOSE
CALIFORNIA**

**CONTRACT FOR SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT,
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT**

THIS AGREEMENT, dated for convenience _____ is made and entered into between the CITY OF SAN JOSE, a municipal corporation of the State of California by the properly constituted officers thereof (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract for the work hereinafter mentioned: San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT on _____ pursuant to Chapter 14 of the San Jose Municipal Code.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the City, at the Contract's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Director of the Department of Environmental Services of the City of San Jose, California, and to the satisfaction of the Federal Government, the State of California, the County of Santa Clara, the Santa Clara Valley Water District, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Specifications on file in the office of the City Clerk of said City, which said Specifications, approved by the Director of Department of Environmental Services or his designee on 12/3/2004 are entitled "Specifications for San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT," which said Specifications, and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Director of Department of Environmental Services of the City of San Jose, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Specifications, and the requirements of the Director of Department of Environmental Services, and of any Federal, State or County agency concerned under them; and also for furnishing the

required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the agreement, the Specifications or other contract documents, to wit: SEE SCHEDULE OF QUANTITIES - CONTRACT PAGE 4.

Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

CITY OF SAN JOSE
A Municipal Corporation

CONTRACTOR

Affix Corporate Seal, if Applicable
Attach Acknowledgments of Principals

By: _____
Carl W. Mosher
Director of Environmental Services Dept.

By: _____
Name & Title:

By: _____
Name & Title:

APPROVED AS TO FORM:

City Business Lic. No.: _____

City Attorney

Expiration Date: _____

State Contractor Lic. No.: _____
Classifications:

By: _____
Deputy City Attorney

Expiration Date: _____
Federal I.D. No.: _____

Address: _____

Telephone: _____

BREAKDOWN OF QUANTITIES/PRICE BREAKDOWNS
FOR
SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT

Bid Item	Drawing Sheet No.	Equipment/Material Manufacturer	Unit(s)	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1. Design of the SBB, Chiller Replacement & Piping Modifications.	N/A	N/A	N/A	Lump Sum	N/A	
2. Physical Replacement of the SBB Chillers, and Piping Modification Work. *	N/A	N/A	N/A	Lump Sum	N/A	
3. Supply, Installation, and Removal of a Temporary Chiller Plant. *	N/A	N/A	N/A	Lump Sum	N/A	
4. Total Project Cost	N/A	N/A	N/A	Lump Sum	N/A	

* The City of San Jose reserves the right to forego Bid Items #2 & #3 after completion of the design phase of the project. The final system design will be evaluated against the project's specifications and objectives to determine compatibility.

TOTAL BID AMOUNT IN FIGURES _____

TOTAL BID AMOUNT IN WORDS _____

BIDDER: _____
Company

Signature

Bond Number: _____

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of

(\$_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San Jose for the following:

**SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT,
SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT**

The award of which said contract was made to said Contractor by the Council of the City of San Jose, on _____, as will more fully appear by reference to the minutes of said Council of said City of said date.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____.

PRINCIPAL

SURETY (Type Company Name)

By: _____

By: _____

Title: _____

Title: _____

By: _____

Address:

Title: _____

Telephone: _____

(Affix Corporate Seals.)
(Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of San Jose on the _____ day of _____, 20_____.

By: _____
Deputy

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with _____ (hereinafter designated as the "Principal"), namely, "Contract for San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT " for the work hereinafter briefly described, to wit: Specifications for San Jose/Santa Clara Water Pollution Control Plant, SECONDARY BLOWER BUILDING, CHILLER REPLACEMENT PROJECT and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the Council of the City of San Jose on _____ will more fully appear by reference to the minutes of said Council of said City of said date.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum

hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San Jose, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL

SURETY (Type Company Name)

By: _____

By: _____

Title: _____

Title: _____

By: _____

Address: _____

Title: _____

Telephone: _____

(Affix Corporate Seals.)

(Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of San Jose on the _____ day
of _____, 20_____.

By: _____

Deputy

SPECIAL PROVISIONS

SECTION 1 ADDENDUM TO STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the 1992 Standard Specifications and the 1992 Standard Details insofar as the same may apply and in accordance with the following special provisions.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of the Environmental Services Department of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five working days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 7-1.01A(4) of the Standard Specifications (page 7-5) shall be revised to read as follows:

7-1.01A(4) Labor Nondiscrimination. - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

“The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued.”

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San Jose.”

Section 8-1.06B of the Standard Specifications (page 8-4) shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City’s annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Section 9-1.06 of the Standard Specifications shall have the following paragraph added:

Design/Build projects consisting of separate bids items for the design portion of the project and for the construction portion of the project, shall follow separate partial payment processes as previously described in Section 9-1.06. The design portion of the design/build project shall follow its own individual partial payment process, and the build, or construction, portion of the project shall follow its own separate payment process.

Section 9-1.07C of the Standard Specifications shall be added as follows:

9-1.07C Claims Certification. - All claims submitted by the contractor shall include the following personal certification:

“I, _____, BEING THE
(MUST BE AN OFFICER) OF _____ (GENERAL
CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE
LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY
CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE
ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR
EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS
MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND
ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY
REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE
CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER,
THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72
AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING
TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT
SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO
FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL
CONSEQUENCES.”

By _____
Title

SECTION 2
BEGINNING OF WORK, TIME OF COMPLETION
AND LIQUIDATED DAMAGES

2.1 GENERAL

- A. Attention is directed to the provisions in Section 5, "Control of the Work," in Section 8, "Prosecution and Progress," in Section 8-1.06, "Time of Completion" and in Section 8.107, "Liquidated Damages," of the Standard Specifications and these Special Provisions.
- B. The Contractor shall begin work within 10 calendar days from and after the date on which the "Notice to Proceed" is issued by the City Engineer, and shall diligently prosecute the contract to completion before the expiration of **135** working days from the first chargeable working day as set forth in said "Notice to Proceed for Design Phase."
- C. The Contractor shall pay to the City of San Jose the sum of **\$500.00** per day for each and every day's delay in finishing the work in excess of the number of days prescribed above.

2.2 TERMINATION OF CONTRACT

- A. The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Engineer shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a notice of termination, and except as otherwise directed by the Engineer, the Contractor shall: stop work under the contract on the date to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the Engineer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Engineer, to the extent he may require, which approval or ratification shall be

final for all the purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by Engineer the fabricated or unfabricated parts, works in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Engineer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Engineer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Engineer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination and take such action as may be necessary, or as the Engineer may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

2.3 E.I.R. CONDITION FOR NOTICE TO PROCEED

- A. Contractor understands and agrees that no Notice To Proceed shall be given to Contractor until expiration of the applicable time period for challenging any Notice of Determination concerning covering the proposed work that has been filed with the County Clerk of the County of Santa Clara and Contractor waives any and all claims, damages or suits against City by reason of the above.

SECTION 3 EQUALITY ASSURANCE

The Contractor shall comply with the requirements set forth in Attachment 1. The Contractor shall also comply with the requirements of Attachment 3 pursuant to Chapter 4.08 of the City of San Jose Municipal Code. Attachment 1 and Attachment 3 are attached and are a part of these special provisions.

ATTACHMENT 1

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS HAVING A CITY OF SAN JOSE ENGINEERING COST ESTIMATE FOR THE BASE BID IN EXCESS OF \$50,000

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I -- REQUIREMENT

These provisions, entitled, **“NONDISCRIMINATION/NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS HAVING A CITY OF SAN JOSE ENGINEERING COST ESTIMATE FOR THE BASE BID** (see above) **IN EXCESS OF \$50,000”**, are incorporated in and made part of the Special Provisions for such public works projects.

1. ALL BIDDERS ARE REQUIRED TO SIGN THE FOLLOWING STATEMENT, AS PART OF THEIR BID PROPOSAL:

In listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

SECTION II -- CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001, rather than this Nondiscrimination/Nonpreferential Treatment Program, shall be applicable.

SECTION III -- VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 14.04 of Title 14, Part 4, Debarment of Contractors.

ATTACHEMENT 2

Not Used.

ATTACHMENT 3

CONTRACT PROVISIONS IMPLEMENTING CHAPTER 4.08 OF THE SAN JOSE MUNICIPAL CODE

In the performance of this Contract:

1. Prohibition on Discrimination and Preferential Treatment

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports

If directed by the Compliance Officer of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether Contractor or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Contract and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions

If the Compliance Officer determines that the Contractor has not complied with the nondiscrimination or nonpreference provisions of this Contract, the City may terminate or suspend this Contract, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

4. Subcontracts

Contractor shall include Provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Contract so that such provisions are binding upon each of its subcontractors.

5. Waiver of Nondiscrimination Provisions

The nondiscrimination provisions of this Contract may be waived by the Compliance Officer, if the Compliance Officer determines that the Contractor has its own nondiscrimination requirements or is bound in the performance of this Contract by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Contractor or other governmental agency are substantially the same as those imposed by the City.

SECTION 4 INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage; and
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
4. Professional Liability Errors and Omissions.

B. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Manager
801 N. First Street, Room 110
San Jose, California 95110-1704

G. **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

SECTION 5

PROJECT SPECIFICATIONS

5.1 General Specifications

The objective of this project is to replace the two (2) existing absorption chillers currently located in the basement of the Secondary Blower Building (SBB). The chillers are approximately 27 years old, have exceeded their normal life expectancy, and are experiencing generator tube failures. Additionally, the existing piping configuration does not allow each chiller to be completely isolated from the other during major repairs. This project includes the supply and installation of new absorption chillers, and the redesign of the process-piping configuration to allow for the complete isolation of offline unit during normal operation.

5.2 Detailed Specifications

1. Reconfigure the process piping to allow the isolation of each chiller unit during normal operation.
 - A. The contractor shall thoroughly survey the existing piping configuration and equipment layout, and provide a new piping design and equipment layout that allows for convenient isolation, service, and repair of two (2) new absorption chillers. Provide three (3) copies of 50%, 90%, and 100% design review drawings and submittals to the City's Project Manager. The contractor shall be required to facilitate any design changes requested by the City to improve equipment installation and piping layout with regard to accessibility and serviceability.
 - B. Professional Engineers licensed by the State of California shall perform all design work.
 - C. All design work shall conform to applicable local and state building codes, including the most recent versions of the UBC, UPC, UMC, NEC, NFPA, and ISA. Where design methodologies are not clearly defined by the aforementioned codes, best industry standard shall be followed.
 - D. City of San Jose permits are not required for this project, though inspections will be performed by City personnel.
 - E. Provide five (5) sets of as-built drawings, and an electronic file copy (AutoCAD 2000 or newer), reflecting the new installation. Drawing templates, and instrumentation and equipment labeling designators, will be provided by the City's Project Manager and are to be used on all drawings and in all literature. Plans shall be stamped by California registered Professional Engineers.
 - F. Design, construction, and as-built drawings are to include material and equipment specifications, and installation details.
 - G. Provide three (3) sets of all engineering calculations.
 - H. The contractor is responsible to assure its unique design is compatible with the facility's existing design and construction. Due to space constraints, the installation of all equipment and hardware must be within the footprints as defined by the location of existing equipment.

- I. The design of the process-piping layout must allow for the circulation of personnel around the absorption chillers and adjacent equipment.
 - J. Incorporate into the piping layout ½" NPT ball valves and wells for RTD temperature sensors to allow for future integration with the Plant's DCS control system. Valves and wells are required on the chill water and condenser water loops, and the steam supply.
 - K. The Contractor will be required to incorporate into the project design any comments or requirements received from the City of San Jose Fire Department after their review of the 50% design.
2. Replace existing absorption chillers with new comparable units. The contractor is responsible to provide all design expertise, labor, material, and equipment to provide for the installation of two new operational chillers of comparable capacity to replace the existing units.
 - A. Provide and install a temporary chill-water plant of a minimum 150-ton capacity to supply cooling while the permanent chillers are replaced. The contractor is responsible to supply, install, and remove the temporary plant, including electrical supply, piping or hoses, and connection points on the existing chill water supply/return loop.
 1. Spare electrical cubicles are available in Switchgear S3.
 2. The contractor is responsible to supply and install all components required for circuit protection.
 3. Temporary protected cables may be installed between the S3 Switchgear and the temporary chiller plant.
 4. Precautions must be taken to eliminate all electrical shock and trip hazards.
 5. Supply and return chill water connection points and isolation valves will have to be installed by the contractor on the existing chill water loop.
 - B. Prepare chillers for shutdown (schedule first with plant personnel to minimize inconvenience and impact), and disconnect all piping and electrical.
 - C. Disconnect the existing chillers; remove them from the SBB basement, and provide for their disposal in accordance with applicable local, state and federal regulations.
 - D. Provide for the disposal of all hazardous materials including, but not limited to, the lithium bromide and alcohol in the absorber solution.
 - E. Provide all rigging expertise, labor, and equipment required to remove safely all items (including existing chillers) from the SBB basement and building, and to reinstall the new chillers. The Plant's overhead crane will be made available for the contractor to use in lifting and lowering equipment and material between the basement and grade levels. The Contractor will be required to sign an indemnity release agreement before using the Plant's overhead crane.
 - F. Severe space constraints exist in and around the area occupied by the existing chillers. Therefore, any proposed chillers must fit within the dimensional footprint occupied by the existing chillers, including height. (See SBB Basement Equipment Layout drawing)
 - G. Steel schedule 40, or PVC schedule 80, pipe is required for all process water piping. Flanged connections are required on all pipe sizes above 2 inches. Threaded connections are acceptable on 2 inch or less piping.

- H. The electrical power supply to the new chiller shall be 480 volt, 3 phase. The contractor shall be responsible for the installation of all electrical and control upgrades required by the new chillers, including rigid conduit, wire, accessories, and labor.
- I. The new absorption chillers are required to be ordered with marine water boxes to help facilitate the future repair or replacement of all heat exchanger tube bundles.
- J. Replace all isolation and control valves. Chill water, condenser water, and condensate return isolation valves shall be resilient seated butterfly valves with manually actuated locking levers (or equivalent). The chill water and condenser water flow control valves shall be resilient seated butterfly valves with electric on/off control. The low-pressure steam control valve (if not supplied by the chiller manufacturer) shall be an eccentric type valve with proportional electric control.
- K. Replace all pressure and temperature gauges, and control transmitters.
- L. If required, provide all labor and material to remove and reinstall the condensate receiver/pumping assembly(s), or any other equipment, piping, or existing infrastructure, in order to facilitate the removal of the old chillers and the installation of the new units.
- M. Re-insulate, paint, and label all process water piping after new installation.
- N. Contractor personnel will be required to obtain a signed City approved Hot Work Permit before proceeding with any work capable of producing a spark or flame.
- O. Provide all labor, materials, and equipment required to restore all electrical and any other utility connections to the new units.
- P. Provide for start-up and commissioning of the new absorption chillers. The Contractor shall make provision for the manufacturer's authorized representative to be onsite during start-up activities associated with the new absorption chillers.
- Q. Provide start-up and water balance reports.
- R. Remove all excess material and construction debris from plant grounds.
- S. Normal construction work hours during this project shall be 7:00 AM to 3:30 PM, Monday through Friday. Work will not be allowed on weekends, or on major holidays observed by City employees.

5.3 Schedule of Performance

This schedule is subject to change without notice.

Mandatory Job Walk (WPCP)	January 6, 2005
Bids due at City Clerk's Office	January 20, 2005
Award of DB contract by City Council	March 15, 2005
Contract Execution Complete	April 8, 2005
Notice to Proceed for Design Phase	April 18, 2005
DB Work Plan Due (See 5.6)	May 3, 2005
50% Design Submittal due	May 20, 2005
City's 50% design review comments returned to contractor	June 1, 2005
90% Design Submittal due	June 17, 2005
City's 90% design review comments returned to contractor	June 24, 2005
100% Design Due	July 1, 2005
Notice to Proceed for construction	July 8, 2005
Construction/installation complete	October 27, 2005
New absorption chillers in full operation	November 4, 2005

5.4 Project Approach

1. General description of the proposed design to modify the process water piping to two new absorption chillers.
 - a. A summary description of the overall conceptual design of the proposed new equipment and piping layout.
 - b. Major equipment identification, including type (e.g. chiller, isolation valves) model number, and manufacturer.
 - c. Description of any proposed controlled devices and/or sensors to be utilized to control flow or other variables associated with the new chillers, include manufacturer(s) and type (e.g. pneumatic, electronic).
2. A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:
 - a. Quality performance
 - b. Responsiveness to City's staff and project requirements.
 - c. Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the firm's cost monitoring methodologies, methodologies used to monitor degree of completion, techniques to facilitate communications, procedures used for construction sequencing, and claims management procedures.

5.5 Management Plan

A management plan describing how the services would be organized, including:

1. An organization chart, showing the proposed relationships among key personnel for the project, and any sub-contractors.
2. Provide the name, position, and a brief resume of the project manager, chief design engineer, and construction manager chosen to be members of the proposed project team.
3. Description of the design/build Contractor's (and all primary subcontractor's) ability to provide the necessary resources to complete the project on schedule (e.g. human resources, material and equipment, etc.).

5.6 Work Plan

Within fifteen (15) calendar days after receipt of the Notice to Proceed, the DB Contractor will submit to the City a final design/build work plan that will include:

- a. A schedule that details the activities of this project in an appropriate time frame consistent with the duration of this Agreement, and the City's project schedule.
- b. Information related to any changes to personnel or subcontractors as previously indicated in the Management Plan submitted in the DB contractor's original proposal. Provide corresponding information for new personnel or contractors equivalent to that originally provided in the Management Plan.
- c. A description of the contractor's safety program and the name of the employee qualified and authorized to supervise and enforce compliance (see section 6.4 in Attachment VIII for additional information).
- d. Provide a technical memorandum summarizing in detail the overall system design.

The design/build work plan will be prepared in the degree and detail appropriate to each phase of the project and will be updated as the design/build progresses. The design/build work plan will be approved by the City's project manager and will provide the basis for determining timeliness of the contractor's execution of the Scope of Services.

SECTION 6 PROJECT CONSTRUCTION SPECIFICATIONS

6.1 BIDDING AND PAYMENT

6.1.1 Partial Payment

6.1.1.a Design

Partial payments for the design portion of the DB project shall be made to the Contractor according to the following schedule. Upon completion of a 50% design, the Contractor shall submit a written request for partial payment and, upon approval by the City's Engineer, may be eligible for payment of an amount not exceeding 50% of the value of Item 1 as listed on Page 4, Breakdown of Quantities, of the Contract. Upon completion of a 90% design, the Contractor shall submit a written request for partial payment and, upon approval by the City's Engineer, may be eligible for payment of an amount not exceeding 80% of the value of Item 1 as listed on Page 4, Breakdown of Quantities, of the Contract. Upon completion of a 100% design, the Contractor shall submit a written request for partial payment and, upon approval by the City Engineer, may be eligible for payment of an amount not exceeding 90% of the value of Item 1 as specified on Page 4, Breakdown of Quantities, of the Contract. Upon acceptance of the 100% design by the City's Engineer, the contractor shall submit a written request for final payment. No such estimate or payment shall be required to be made when, in the judgment of the City's Engineer, the work is not proceeding in accordance with the provisions of the Contract. No estimate or payment shall be construed to be acceptance of any defective design. Where all of a part of the monies to be used for payment of the design or project are to be received by the City from the State of California, the Federal government, or any other political subdivision or agency, no part of such monies will be paid until they are received by the City from said political body.

6.1.1.b Construction

The Engineer, once in each month, will cause an estimate in writing to be made of the total amount of work done.

The City shall retain 10% of such estimate value of the work done as part security for the fulfillment of the Contract by the Contractor, and shall pay monthly to the Contractor, which carrying on the work, the balance not retained, or foreseen, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of

the Contract. No estimate or payment shall be construed to be acceptance of any defective work or improper materials, nor of any part of the work or improvement. Where all of a part of the monies to be used for payment of the work or project are to be received by the City from the State of California, the Federal government, or any other political subdivision or agency, no part of such monies will be paid until they are received by the City from said political body.

All prior partial estimates and payments shall be subject to correction in the final estimate and payments.

No payment made hereunder shall be construed to be an approval or acceptance of any defective work or improper materials.

For additional information regarding partial payment, see Section 1, Addendum to Standard Specifications, 'Section 9-1.06'.

6.1.2 Acceptance of Final Payment Constitutes Release

Acceptance by the Contractor of final payment shall be and shall operate as a release to the City, its officers and employees of all claims and liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City, its officers and employees and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Contractor's Bond for Faithful Performance and Contractor's Payment Bond.

6.2 COMMUNICATIONS

6.2.1 Communications to Owner

All notices and other communications directed to Owner shall be delivered to:

Via US Postal Service or Private Carrier:

Water Pollution Control Department
City of San Jose
700 Los Esteros Road
San Jose, CA 95134
Attention: Maintenance Department - Tim Frazee
Telephone: (408) 945-5355, Fax (408) 945-5155

6.2.2 Communications to Engineer

All communications directed to the Engineer shall be delivered to the same address as above.

SBB Basement Equipment Layout

